

ADDENDUM

Hiring of Valuator for Valuation of PIA Owned Domestic Properties

Reference our earlier advertisement regarding above subject on dated 13-9-2023, published in National News papers, as well as on PPRA website with reference no. TS-520506E

This addendum serves to inform all intended bidders that there have been changes to the Request for Proposals (RFP) for the subject assignment and an updated draft agreement has been added. Details of the changes are as follows:

RFP Changes:

The RFP for the assignment has been revised to reflect updated requirements and specifications.

Draft Agreement:

An updated draft agreement between PIA and the Valuator has been included for your reference.

Intended bidders are requested to download the revised RFP and review the updated draft agreement. The revised documents can be downloaded from Pakistan Public Procurement Regulatory Authority (PPRA) website or the Pakistan International Airlines (PIA) website.

The bid submission date has been extended from **4-10-2023** till **16-10-2023** at 1500 hrs and will be opened on same day at 1530 hrs at the office of GM-Facilities Management, 1st Floor, Facilities Management Division, Flight Operations Building, Karachi Airport, Karachi.

All interested bidders are advised to take these changes into consideration when preparing and submitting their proposals.

All other terms & conditions remain same.

For any inquiries or clarifications regarding this addendum, please contact

DGM ESTATE

FACILITIES MANAGEMENT DIVISION
1ST FLOOR, FLIGHT OPERATION BUILDING
PIA HEAD OFFICE.
Tel: 021-99044647
Email: khiwcpc@piac.aero

DATA SHEET

Name of the Assignment: <u>Hiring of Valuator for Valuation of PIA Owned Domestic Properties</u>
Name of the Client: “Pakistan International Airlines Corporation Limited (PIACL)”
Description and the Objectives of the Assignment: PIA, the National Flag Carrier of Pakistan, have multiple properties in Pakistan for which PIA intends to hire the services of an approved / certified valuator of Pakistan Bankers Association / State Bank of Pakistan for the assessment of their Market Value as per current trends for comprehensive valuation of PIA's diverse range of properties compliant with industry standards and best practices.
Pre-Proposal Conference: Contact the undersigned for any clarification if required.
For Queries Please contact, <u>DGM ESTATE</u> FACILITIES MANAGEMENT DIVISION 1 ST FLOOR, FLIGHT OPERATION BUILDING PIA HEAD OFFICE. Tel: 021-99044647, 99043299, 99044650 Email: khiwcpk@piac.aero
Address for writing on the proposal: <u>DGM ESTATE</u> FACILITIES MANAGEMENT DIVISION 1 ST FLOOR, FLIGHT OPERATION BUILDING PIA HEAD OFFICE. Tel: 021-99044647, 99043299, 99044650 Email: khiwcpk@piac.aero
Date and time of Proposal submission: 16-10-2023 before 1500 hours
Date and time of opening of the tender : 16-10-2023 at 1530 hours
Validity period of the Proposal: 120 Days
The name(s) and address(es) of the Client's Official(s) is (are): <u>DGM ESTATE</u> FACILITIES MANAGEMENT DIVISION 1 ST FLOOR, FLIGHT OPERATION BUILDING PIA HEAD OFFICE. Tel: 021-99044647, 99043299, 99044650 Email: khiwcpk@piac.aero
Assignment completion time: 30-Days

Terms of Reference (TOR) for Hiring a Certified Valuator for Valuation of PIA Owned Properties in Pakistan

1. INTRODUCTION

PIA, the National Flag Carrier of Pakistan, have multiple properties in Pakistan for which PIA intends to hire the services of an approved / certified valuator from Pakistan Bankers Association / State Bank of Pakistan for the assessment of their Market Value as per current trends for comprehensive valuation of PIA's diverse range of properties compliant with industry standards and best practices.

2. SCOPE OR WORK

The scope of this assessment involves the valuation of PIA's Properties in Pakistan as per Annexure 'A' attached herewith.

The valuator shall be required to carry out, interalia the following tasks:

- The valuation should be Objective, keeping in view the reality check of similar properties valuation / price in the vicinity for the assessment of Fair Market Price.
- The valuation should be based on realistic, tangible and provable factors and industry best practices and should also include research from the property experts / real estate agents and notable realtors deal with the property of such area and online selling media like zameen.com etc.
- The Valuation should be presented in the form of Detailed Report in English Language (Hard and Soft Copy) covering all the aspects of the property and each property should be presented in separate report form.
- Detailed Presentation on the valuation of the properties to be presented to PIA Board of Directors and Management with concrete, logical and tangible justification for the valuation. The valuation report acceptance is subject to approval by PIA Board of Directors.
- Legal Opinion regarding selling / renting / utilization of each property should also be part of the valuation report.
- Each property should be physically visited by the valuator or their nominee for the valuation process for most realistic and concrete assessment and the Fair Value Price valuation should be comparable to similar respective properties in the area.

3. Selection Criteria for Valuator:

a. Reputation:

The valuator firm must have a strong reputation in the Real Estate Industry for providing Accurate and Reliable Property Valuations.

b. Skilled Manpower:

The valuator firm should employ qualified and experienced property valuers with relevant certifications.

c. Past Experience:

The valuator firm should provide a detailed list of past projects related to property valuation, specifying the types of properties and their locations.

d. References:

Provide at least three references from previous clients with contact number and details of focal person (of such large scale industries, references from public sector companies shall be preferred) who can vouch/assure for the quality of the valuator's work.

e. Presence in Different Cities:

The valuator firm should have established offices or operations in various cities across Pakistan to ensure comprehensive coverage.

f. Completion Certificates:

Submit certificates of completion for similar property valuation projects, indicating the scope and success of those projects.

g. Registered Office:

Confirm the location and registration status of the valuator firm's main office in Pakistan.

4. Responsibilities of PIA:

a. Property List:

Furnish a detailed list of properties to be evaluated, including property addresses, descriptions, and any relevant documents.

b. Access:

Ensure that the valuator has safe and secure access to all properties for inspection and assessment.

c. Property Details:

Provide comprehensive property details, including total area, purchase prices, and any available historical data.

5. Responsibilities of Valuator:

a. Property Assessment:

Describe the methodology and standards to be used for property assessment, ensuring transparency and fairness.

b. References for Valuation Methodology:

Provide a detailed explanation of the valuation methodology and references to industry standards or guidelines followed.

c. Trend Analysis:

Present historical and projected trends for each property, including market conditions, property values, and potential prospects (Graphical format)

d. Site Visits:

Schedule and conduct on-site visits to thoroughly inspect and assess each property. Document any physical attributes or conditions affecting valuation.

e. Photographic Documentation:

Capture high-quality photographs of each property, highlighting relevant and prominent features and conditions.

f. Presentation:

Prepare a comprehensive presentation, including findings, methodology, and recommendations, to be presented to the PIA Board of Directors.

g. Impediments and Recommendations:

Identify any obstacles, legal issues, or challenges related to each property's valuation and provide recommendations for resolution.

h. Rental Valuation:

Determine the Fair Market Rental Value for each property

i. Additional Information:

Include any other pertinent information or additions that contribute to a thorough and accurate property valuation.

RE-VALUATION OF PIA OWNED PROPERTIES IN PAKISTAN

PIA intends to hire the services of an approved / certified valuator of State Bank and National Bank of Pakistan for the assessment of market value for PIA owned properties located in Pakistan.

Interested parties are requested to send their Offers / Proposals / Bids to undertake the job in sealed envelopes to the office of GM – Facilities Management, 1St Floor, Facilities Management Division, Flight Operation Building, Karachi on / or before **04-10-2023** by **15:00 hrs**. The bids will be opened in the office of GM Facilities Management on same date at **15:30 hrs** in presence of parties who wish to appear as witness.

The Bidding process shall be carried out on single stage, single envelop basis as per PPRA rules.

The details of PIA properties along-with TOR's can be downloaded from PIA/PPRA website and submitted along-with 05% (earnest money) of bid value(refundable) and Rs. 2,000/- (non-refundable) as tender fees in the name of PIAC with their bids.

For further details please contact Phone No. at Karachi 021-99043029, 021-99044647 – 021-9903299.

PIA reserves the right to reject anyone or all bids as per PPRA rules.

DGM Estate
Flight Operation Building, 1st Floor,
Facilities Management Division
Estate Section, Karachi Airport,
021-99044647, 021-99043029



www.piac.com.pk
Pakistan Airlines | Official PIA
UAN: 00-92-21-111-786-786

پاکستان میں پی آئی اے کی ملکیتی جائیدادوں کی ری ویلیویشن

پاکستان انٹرنیشنل ایئر لائنز کمپنی لمیٹڈ، پاکستان میں واقع پی آئی اے کی ملکیتی جائیدادوں کی مارکیٹ ویلیو کے لحاظ سے از سر نو تعین کے لیے اسٹیٹ بینک اور نیشنل بینک آف پاکستان کے منظور شدہ / سرٹیفائیڈ ویلیوٹر کی خدمات حاصل کرنے کا ارادہ رکھتی ہے۔

دلچسپی رکھنے والی پارٹیز سے درخواست کی جاتی ہے کہ وہ اپنی پیشکشیں / تجاویز / بولیاں سر بمبر لغافوں میں دفتر برائے جی ایم فیسلیٹیز مینجمنٹ، فرسٹ فلور، فیسلیٹیز مینجمنٹ ڈویژن، فلائٹ آپریشن بلڈنگ، کراچی میں مورخہ **04-10-2023** کو **15:00** بجے یا اس سے قبل لازمی ارسال کریں۔ بولیاں اسی تاریخ کو **15:30** بجے جی ایم فیسلیٹیز مینجمنٹ کے دفتر میں ان فریقین کی موجودگی میں کھولی جائیں گی جو کہ بطور گواہ پیش ہونا چاہتے ہیں۔

بولی کا عمل PPRA قوانین کے مطابق فی مرحلہ فی لفافے کی بنیاد پر کیا جائے گا۔
نی او آر کے ہمراہ پی آئی اے کی جائیدادوں کی تفصیلات پی آئی اے / بیچرا کی ویب سائٹس سے ڈاؤن لوڈ کی جاسکتی ہیں نیز بولی کی قیمت (قابل واپسی) کا 05% (زر ضمانت) کے ہمراہ مبلغ /- 2,000 (قابل واپسی) بطور ٹینڈر فیس پی آئی اے کی نام پر ان بولیوں کے ساتھ جمع کروائی جاسکتی ہیں۔

مزید تفصیلات کے لیے کراچی کے فون نمبر **021-99043029, 021-99044647** پر رابطہ کریں۔
021-9903299

پی آئی اے، بیچرا قوانین کے مطابق کسی بھی یا تمام بولیوں کو مسترد کرنے کا حق محفوظ رکھتی ہے۔

ڈی جی ایم اسٹیٹ

فلائٹ آپریشن بلڈنگ، پہلی منزل،

فیسلیٹیز مینجمنٹ ڈویژن،

اسٹیٹ سیکشن، کراچی ایئر پورٹ

فون: **021-99043029, 021-99044647**



www.piac.com.pk
Pakistan Airlines | Official PIA
UAN: 00-92-21-111-786-786

HIRING OF SERVICES OF CERTIFIED VALUATOR FOR VALUATION OF PIA OWNED DOMESTIC PROPERTIES

THE TERMS, REFERENCE & CONDITIONS FOR HIRING OF SERVICES OF VALUATOR ARE AS UNDER:

- The procedure of hiring of valuator will be carried out by floating ~~Tender~~ Advertisements through National Daily Newspapers.
- The interested parties will be given the details of PIA properties and will be asked their assessment.
- One of the valuator will be given the task to undertake the job after fair competition through Press Tender.
- The most advantageous bidder will be given the task for the assessment / valuation of PIA Owned Properties in Pakistan with pictures of the Properties.
- Separate Assessment / Revaluation for each of the property has to be provided.
- The value of the property will be carried out separately for land and construction wise respectively.
- The detail of construction must be mentioned including RCC structure or others.
- The detail of the adjacent buildings & PIC's should be mentioned.
- The purpose of valuation is to assess the market value of the assets.
- PKR. 100,000/- Bid Value (Refundable) and Rs. 2,000/- Tender Fee (non-refundable) will be applicable in shape of pay order in favor of PIACL.
- No TA/DA and No Air Ticket or any other expense will not be given to successful bidder for travelling to different cities for assessment.

ANNEXURE-“A”

S. No.	CITY	Description of Property	Location	Area
1	Karachi	PIA Sales Office (SidcoCenter)	Avenue Centre, 264RA –Lines – Karachi	35,414 Sq.ft CoveredArea
2	Karachi	PIA Crew Medical Center	C-1, KDA Scheme –1, Karsaz, Karachi	1,120 sq.yds
3	Karachi	PIA Diagnostic Center,	B-33, KDA Scheme-1, Karsaz, Karachi	1,874 sq.yds
4	Karachi	Hospital Land	Gulistan-e-Jahuor, Karachi	9.93 Acres
5	Karachi	PIA Water Reservoir Tank	Shah Faisal Colony, Karachi	15,000 sq.ft
6	Hyderabad	PIA Sales Office	Civic Center, Thandi Sarak, Hyderabad	3,063 sq.ft
7	Sukkur	Land for Sales Office	Minara Road, Sukkur	2,146 sq.yds
8	Multan	PIA Sales Office	65 - Ahmad Shah Abdali Road, Multan	10.80 Kanal
9	Lahore	PIA Sales Office	Egerton Road, Lahore	4,600 sq.yd
10	Faisalabad	PIA Sales Office	Block-16, 26/6, Civil Lines, Faisalabad	3 Kanal 5 ¼ Marlas
11	Sialkot	Land for PIA Office.	Paris Road, Sailkot	1,778 sq.yds
12	D. I. Khan	Land for PIA Sales Office	D.I. Khan, Cantt Road	7.72 Marlas
13	Islamabad	PIA SalesOffice	Jinnah Avenue, 49- Blue Area, Islamabad	1,200 sq.yds
14	Islamabad	Land for PIA Headquarter(Near Saudi Pak Tower)	Plot Nos. 57/F-7/ G-7, Blue Area, Islamabad	4,608 sq. yds
15	Rawalpindi	PIA Booking Office,	5th The Mall Road, Rawalpindi.	4,328 sq.ft
16	Rawalpindi	DFSL Warehouse	Sector I-11/4 (Pir Wadhi)	7,200 sq.yds
17	Peshawar	PIA District Sales Office	33-The Mall, Arbab Road	2.05 Acres

S. No.	CITY	Description of Property	Location	Area
18	Abbottabad	PIA Shaver Land	Nathia Gali Road, Abbottabad	30 - Kanal
19	Muzaffarabad (Azad Kashmir)	PIA Sales Office	Chattar Muzaffarabad	444.45 sq.yds
20	Chitral	PIA Sales Office	Polo Ground, Chirtal	3,666 sq.yds
21	Saidu Sharif / Mingora Swat	PIA Sales Office	Faizabad Road	2-Kanal
22	Saidu Sharif / Mingora	Open Plot	Township Phase 1 Mingora	2- Kanal
23	Skardu	PIA Sales Office.	Chishma Bazar	11,250 sq.ft
24	Skardu	PIA Sales Office	Skardu Airport	4 - Kanal
	Skardu	PIA Open Plot	Skardu Airport	3 - Kanal
25	Gilgit	Open plot for PIA Sales Office	Gilgit	1,276.33 sq. yds
26	Quetta	PIA Sales Office	17 - Shahra -Hali Cantonment	3,732 sq.yds
27	Turbat	PIA Sales Office	Commissioner Road	3.78 Acres
28	Gwadar	PIA Sales Office	Airport Road, Gwadar, Baluchistan	½ Acres or 2,420 sq. yds
29	Ormara	Land for PIA Sales Office	Court Road	10,000 sq.yds

DRAFT AGREEMENT

THIS AGREEMENT is made on _____ between PAKISTAN INTERNATIONAL AIRLINES CORPORATION LIMITED, a public limited company incorporated, governed and operating under the laws of Pakistan having its Head Office at Jinnah International Airport Karachi Pakistan (Hereinafter called the "PIACL" and/or "PIA") of the one part

AND

[name of the Valuer], having its head office at _____ (hereinafter referred to as the "Valuer" which expression shall where the context so admits include its successors and assigns) of the SECOND PART.

The PIACL and the Valuer may individually be referred to as a "Party" and collectively be referred to, as "Parties", respectively, as the context of this Agreement requires.

NOW THIS WITNESSTH AS UNDER

ARTICLE 1: TERMS OF THE AGREEMENT

This agreement shall be effective from _____ to _____ unless so owner terminated under the provision of this Agreement and elsewhere. The same is extendable by PIACL if deemed necessary, for another - ___ Days or any term less than it on the same rates term and conditions.

ARTICLE 1: TERMINATION OF THE AGREEMENT

Without Prejudice to any other available rights / remedies, PIACL shall have the right to terminate this agreement without assigning any reason, at any time.

Notwithstanding anything contained in this Agreement, PIACL shall have the right to terminate the Agreement at any time at its option upon giving 30 days written notice to the Valuer without assigning any reason or cause thereof or even otherwise.

ARTICLE-3: PRICES

The Prices quoted by the Valuer at the time of bid shall be locked during the whole period and or during the period extension of this contract The Valuer shall not charge prices for the Services provided/supply and for other obligations discharged, under the Contract, varying from the prices quoted by the Valuer in the Price Schedule "A".

PIA agrees to the Valuer for the material / services supplied by it hereunder as per agreed rates described in the annexed Schedule (s). These rates shall include Sales Tax charges and any other charges / taxes required to be paid on any services performed under this Agreement and shall remain firm and final for the duration of this agreement which shall not be enhanced by the Valuer on any account whatsoever.

ARTICLE -4: PAYMENT

Payment in respect of service shall be made as per schedule mentioned in TOR along with submission of the invoice with prescribed Sales Tax invoices and other proof of payment of taxes in case of taxable goods, which are to be drawn strictly in conformity with the orders placed by the concerned department under this agreement.

The payment (s) shall be made to the Valuer after conformation from the relevant PIACL official that contractual obligations have been satisfactorily fulfilled and after deduction of all required Government taxes or fees levied by federal / Provincial Government or its authorities.

ARTICLE-5: SECURITY DEPOSIT

Prior to the signing of this this Agreement the Valuer shall deposit in cash (10% of total contract value) as interest free security deposit in lieu of Performance Guarantee with the Authorized Office of PIACL,. PIACL shall have the right to recover / adjust all liabilities of the Valuer from the amount of Security deposit furnished/deposited by the Valuer. The Interest Free Security Deposit shall remain with PIACL after three months of the expiry/termination of Agreement and the same will be refund to the Valuer after deduction of all the outstanding amounts and/or dues recoverable from the Valuer in relations to, arising out of and/or connected with this agreement. In addition, PIACL shall always be entitled to recover any other amount through different modes and methods provided under the applicable laws.

ARTICLE-5: RECOVERIES

When any amount is recoverable from the Valuer due to risk purchase or any other default under this or any other Agreement, PIACL shall be entitled to deduct any such amount from the pending bills and /or through Security Deposit including without limitation other lawful means from the Valuer whether due in respect of this or any other Agreement and /or from any other due amount of the Valuer lying with PIACL and the Valuer shall have no objection on recovery of the same by PIACL.

ARTICLE-6: RESPONSIBILITIES OF THE VALUER

- a.** The Valuer undertakes that he will provide complete services as per RFP and the agreement with PIA as per best industry practices of valuation of assets. The quality and standard of services to be provided by the Valuer shall be to the entire satisfaction of PIA.
- b.** The Valuer hereby agrees and undertakes that with a view to providing appropriate and first rate execution of all Services under the provisions of this agreement, it shall maintain and agree to deploy sufficient workforce of most competent, efficient, honest, able bodies and experienced persons. These individuals shall work for and on behalf of the Valuer who alone shall be competent to take disciplinary action if needed against them. However, PIA or its authorized official may ask the Valuer to remove its employee(s) whom in the opinion of PIA or its authorized official is/are undesirable person(s). The Valuer shall immediately remove such employees and provide suitable replacement immediately so as to keep sufficient work force.
- c.** The Valuer hereby agrees and undertakes that it shall assign all such duties and responsibilities to its employees that may be necessary for first rate execution of Services. In this connection, it assures that its employees shall perform diligently the duties and responsibilities assigned to them.
- d.** The Valuer shall be required to obtain clearance from inter alia Police Department and the Security Division of PIA in respect of all its employees engaged in provisioning of services within the premises of PIA. Unless they possess this clearance, they shall not be allowed to enter the premises of PIA. Furthermore, if required, each individual shall be required to produce to PIA, a certificate from a Registered Medical Practitioner confirming that such individual is free from all infectious diseases at the time of deployment and subsequently. All expenditures incurred in this respect shall be the sole responsibility of the Valuer. The Valuer shall provide a complete list of its workers to be deployed on PIA premises to the office of DGM ESTATE PIA Head Office.
- e.** For the purpose of identification and security the Valuer shall issue proper identity cards to all its employees who may be detailed to work within the premises of PIA in connection with rendering of the services and the employees will display their identity cards while on duty.
- f.** The Valuer shall be solely liable for any act or omission in contravention of laws, and PIA shall not be liable for any of his act or omission, if any legal proceeding is initiated against PIA for any act or omission of the Valuer. The cost (including the incidental and the consequential cost) shall be borne by the Valuer and PIA shall have the right to recover the cost from any due amount of the Valuer.

- g.** The Valuer accepts total responsibilities for the settlement of all claims resulting from death, injury, burn or accident of any kind to its employees, officers, advisors, agents or any other third person acting for and on its behalf in the discharge of the said services under this agreement.
- h.** If any law requires that one or both the parties register this agreement pursuant to such a law the entire cost of such registration shall be borne by the Valuer including the payment of stamp duty under applicable laws.
- i.** If any loss or damage is caused to PIA's property by any employee, officer or representative of the Valuer, such loss shall be made good by Valuer.
- j.** The Valuer warrants that it is independent legal entity working in its own name, account and acknowledges that this agreement does not confer in any manner whatsoever upon it or any individual employed by it, the status of any employee, worker, officer, agent or advisor of PIA.
- k.** The Valuer shall obtain / maintain insurance coverage's for its employees and or / third party or any property for any claim arising under any applicable laws from the performance or non performance or its contractual obligations under this agreement.
- l.** The Valuer further undertakes and agrees to indemnify and hold harmless, PIA, its officers and agent from and against any and all claims, demand, liabilities, damages and expenses of any nature whatsoever, arising from or out of the execution or performance of any service under this agreement by the Valuer , its employees or its agent.
- m.** All the above said liabilities of the Valuer are without prejudice to its other present / future liabilities arising from this agreement whether due to the performance and / or non-performance of its contractual obligations or otherwise.
- n.** If the standard of services provided by the Valuer is not upto the standard acceptable to PIA then PIA may get the required services performed through other ways and means at the cost and risk of the Valuer and the expenditure incurred on obtaining such services shall be deducted from amounts due from PIA to the Valuer. If the services provided by the Valuer are not satisfactory at the sole discretion of PIA representative then any of its authorized official may impose a penalty not exceeding 10% of the total monthly bill for that month, moreover, PIA shall be at liberty to terminate this agreement without any notice. In the event of such termination entire security deposits of the Valuer shall be confiscated by PIA.

ARTICLE-7 : SCOPE OF WORK

The scope of this assessment involves the valuation of PIA's Properties in Pakistan as per Annexure ' A' attached herewith.

The valuator shall be required to carry out, interalia the following tasks:

- The valuation should be Objective, keeping in view the reality check of similar properties valuation / price in the vicinity for the assessment of Fair Market Price.
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- Detailed Presentation on the valuation of the properties to be presented to PIA Board of Directors and Management with concrete, logical and tangible justification for the valuation. The valuation report acceptance is subject to approval by PIA Board Of Directors.
- Legal Opinion regarding selling / renting / utilization of each property should also be part of the valuation report.
- Each property should be physically visited by the valuator or their nominee for the valuation process for most realistic and concrete assessment and the Fair Value Price valuation should be comparable to similar respective properties in the area.

ARTICLE-8: INDEMNITY

The Valuer undertakes and agrees to indemnify and hold harmless PIA, its officers and agents from and against all claims, demands, liabilities, damages and expenses of any nature whatsoever, arising out of or resulting from this contract whether due to performance / non-performance or poor performance of any services under this Agreement by the Valuer, its employees or its agents or otherwise. In any case, the obligation on the part of the Valuer to indemnify shall not be limited to cases where cause(s) giving rise to any such claim, demand, liability, damage, expenses etc are proven to have been attributed beyond doubt solely to the Valuer.

ARTICLE-9: INSOLVENCY AND BREACH OF CONTRACT

Should the Valuer be adjudicated insolvent or made to enter into any agreement for composition with the creditors or be wound up either compulsorily or voluntarily or commit any breach of this Agreement not herein specifically provided PIACL shall have the right to declare the agreement terminated forthwith and in which case the Valuer shall be liable to the confiscation of security deposit and for any extra expenses which it might incur but it shall not be entitled to any gain or compensation from PIACL.

ARTICLE-10: SCHEDULE

For all intents and purposes, the schedule (s) annexed herewith shall form an integral part of this agreement and Valuer shall be bound to fulfill all the terms and conditions stipulated therein any deviation from the terms and conditions incorporated in the annexed schedule (s) or other part of the agreement shall be deemed to be a violation of this agreement on the part of the Valuer.

ARTICLE-11: FORCE MAJEURE

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. If a Force Majeure situation arises, The Valuer shall, immediately by written notice served on PIACL, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Valuer shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

ARTILCE-12: CORRESPONDENCE

The Valuer will not correspond with or approach any other authority, person directly or indirectly, whether the staff of PIACL or otherwise except the Dy. General Manager _____ and General Manager _____ regarding any matter arising from this or any other agreement with PIACL. The Valuer may carry on correspondence with the designated officials of the user department if so directed by authorities.

ARTICLE-13: NOTICE

All notices, requests and demand given to or made upon the parties shall be in writing and posted through Registered Mail and confirmatory Facsimile at the addresses set forth below.

GENERAL MANAGER (_____)

Address

PIA .Karachi Airport.

Karachi-75200

OR

Dy. General Manager (_____)

Address

PIA .Karachi Airport.

Karachi-75200

Valuer

Name:

Designation:

Address:

Phone Fax Numbers

Email

ARTICLE -14: BRIBE

Any bribe, commission, gifts or advantages given ,promised or defrayed by/or on behalf of the Valuer or his Partner Agent or Servant or anyone on its behalf to any Officer, Servant Representative or Agent of PIACL for showing or for bearing to show favor of disfavor to any person in relation to this or any other agreement as aforesaid shall subject the Valuer to the cancellation of this and all or any other contract and also to the payment of amount to be decided by PIACL as damages and the this decision in this respect shall be final and binding on the Valuer .

ARTICLE -15: NO BROKER

It is understood and agreed that no Broker (s)/ Agent (s) have participated in bringing the parties together or in the negotiations, and preparation of this agreement hereof has not been enhanced or increased to accommodate directly and / or indirectly any commission or fees to any person or entity whomsoever. The Valuer agree to indemnify and hold harmless PIA from and against all claims, demands, charges, losses and judgments which may be suffered by, accrued against ,charges to or are recoverable from PIA and which arises out of the Valuer 's action (s) or negotiation(s) with or in respect to Broker (s) or agents(s).

Notwithstanding anything contained hereinabove, in the event that at any future date it is established that such commission and / or fees of any kind have been made by the Valuer to any Broker (s)or agent(s) or persons or entitles whatsoever, such a sum shall be refundable immediately to PIA without prejudice to any other rights or remedies of "PIA" and PIA shall be well within its rights to set-off such sums from any dues that may be payable to this Valuer .

ARTICLE -16: ASSIGNMENT

1. The Valuer shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the PIACL prior written consent. In case of written consent by PIACL, all the expenses of assignment shall be borne by Valuer including without limitation lawyers fee without any change in the terms of this contract, unless consented by the PIACL.
2. The Valuer shall guarantee that any and all assignees / subcontractors of the Valuer shall, for performance of any part / whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the services under the contract.

If the Valuer assigns this Agreement to any other party in contravention of this Article, PIA in its discretion may terminate this agreement and / or black list and debar the Valuer for future to execute any contract with PIA with confiscation of Security Deposit and/or claim damages through legal recourse.

17. Dispute Resolution

1. The PIACL and the Valuer shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty working days, from the commencement of such informal negotiations, the PIACL and the Valuer have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The seat/place of arbitration shall be at Karachi, Pakistan. The award shall be final and binding on the parties.

18. Statutes and Regulations

1. The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
2. The Valuer shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the PIACL indemnified against all penalties and liability of any kind for breach of any of the same.
3. The Courts at Karachi shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

19. Taxes and Duties

The Valuer shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

20. Liquidated Damages / Penalties

1. If the Valuer fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price/Security Deposit/invoices, as liquidated damages, a sum of money @-----% of the total Contract Price which is attributable to such part of the Services / the deliverables, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the PIACL , and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, @-----% of the Contract Price.

21. Blacklisting

If the Valuer fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the PIACL may without prejudice to any other right of action / remedy it may have, blacklist the Valuer , either indefinitely or for a stated period, for future tenders in public sector, as per provision of PPRA Rules and PIAC Procurement Regulations and Guidelines.

22. Forfeiture of Interest Free Performance Security

1. The Interest Free Performance Security/Security Deposit shall be forfeited by PIACL, on occurrence of any / all of the following conditions:
 - a. If the Valuer commits a default under the Contract;
 - b. If the Valuer fails to fulfill any of the obligations under the Contract;
 - c. If the Valuer violates any of the terms and conditions of the Contract.
2. The Valuer shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Valuer fails to submit Security Deposit with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
3. If the Valuer fails / poor/ delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the PIACL may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security/Security Deposit of the Valuer .
4. Failure to supply required deliverable/ services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

ARTICLE -23: WAIVER

The failure of either party at any time to require the performance by the other of any of the terms and provisions hereof shall in no way effect the right of that party thereafter to enforce hereof the same nor shall the waiver by either of the party or breach of any of the terms or provision hereof taken or held to be waiver of any succeeding breach of any such terms or provision itself.

ARTICLE -24: AUTHORITY OF PERSON SIGNING AGREEMENT AND DOCUMENT

Person signing this Agreement or any other document forming part of this Agreement on behalf of the Supplier shall be deemed to warrant that he has the authority to do so from me Supplier, and if on enquiry, it is revealed that the person so signing had no authority to do so PIA without prejudice to other legal rights / remedies cancel the Agreement without notice and hold the signatory liable for all costs and damages.

ARTICLE - 25: MISCELLANEOUS

- a) This Agreement supersedes all prior agreement (s) and understanding (s) relating to the Subject. All terms and conditions and the quoted rates are valid to the extent they are not repugnant to the terms and conditions of this Agreement or the parties specifically agreed in writing about any deviation from the terms and conditions of this Agreement.
- b) This are inserted in this Agreement for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of this Agreement and / or not be deemed an integral part thereof.
- c) This Agreement shall be binding upon and shall insure to the benefit of both parties here to their respective successors and assigns provided always that any assignment shall have made in the accordance with the Article -16 hereof.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS OF THE DAY
MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

For on behalf of Pakistan International Airlines Signature & Seal Name Designation	For on behalf of Valuer Signature & Seal Name Designation
WITNESS: 1. Signature 2. Name (in block letter) 3. N.I.C No. 4. Address	WITNESS: 5. Signature 6. Name (in block letter) 7. N.I.C No. 8. Address

(Integrity Pact)

_____ (name of Bidder) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Bidder] represents and warrants that it has fully declared the brokerage, commission, fees, etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

_____ (name of Bidder) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

_____ (name of Bidder) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Bidder _____ Name of Client _____
Signature _____ Signature _____